## IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

THERESA J. FULLERTON. : BANKRUPTCY NO. 18-10948-TPA

•

Debtor : CHAPTER 13

THERESA J. FULLERTON.

Movant

:

v.

.

JP MORGAN CHASE ACQUISITION CORP ERIE COUNTY TAX CLAIM BUREAU

CITIZENC DANIZ

CITIZENS BANK

INTERNAL REVENUE SERVICE

MARQUETTE SAVINGS BANK :

NATIONASTAR MORTGAGE, LLC: PA DEPARTMENT OF REVENUE:

THOMAS HORVATH

WILLIAM H. & REBECCA H. STAFFORD

CITY OF ERIE RENTAL REGISTRATION

PNC BANK NA

SYNCHRONY BANK

Ronda J. Winnecour, Esq. Trustee

:

Respondents

## NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED OCTOBER 16, 2018

- (1) Pursuant to 11 U.S.C. § 1329, the Debtor has filed an Amended chapter 13 Plan dated March 30, 2020, which is annexed hereto as Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the amended Chapter 13 Plan, the debtor seeks to modify the confirmed Plan in the following particulars:
- a) The Debtor experienced difficulty collecting various rents from some of her tenants and thus experienced difficulty making her monthly plan payment.
- (2) The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:

The plan remains a 100% payment to all creditors.

- (3) The Debtor submits that the reason(s) for the modification is (are) as follows:
  - 1. The Debtor experienced difficulty collecting various rents from some of her tenants and thus experienced difficulty making her monthly plan payment.
  - 2. The Debtor has performed well under Chapter 13 having paid \$57,140.00 into her plan of reorganization in the first eighteen (18) months.
- (4) The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed modification complies with 11 U.S.C. §§ 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

### **DOCUMENTARY PROOF OF PAYMENT**

1. Consistent with the February 14, 2020 Order of Court, the Debtor provides the attached Documentary Proof of Payment in the form of Certified Check dated March 16, 2020 in the amount of \$4,300.00 which was sent to Trustee Ronda J. Winnecour, Esquire.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 30<sup>th</sup> day of March, 2020.

S/ Jeffrey G. Herman

Jeffrey G. Herman, Esq. PA LIC #82001 HERMAN & HERMAN, LLC 114 High Street Waterford, PA 16441 PHONE (814) 796-1987 FAX (814) 796-0726 E-MAIL JeffreyHerman@Live.com Case 18-10948-TPA Doc 42 Filed 03/30/20 Entered 03/30/20 14:50:39 Desc Main Document Page 3 of 14

Fill in this info	ormation to identi	fy your case:					
Debtor 1	Theresa First Name	J. Middle Name	Fullerton  Last Name		Check if this is plan, and list I sections of the	oelow the	)
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		been changed		at nave
United States Ba	nkruptcy Court for the	e Western District of P	ennsylvania	2	.1, 3.1, 3.5		
Case number	r 18-10948			_			
(if known)							
Western	District of F	Pennsylvan	<u>ia</u>				
Chapte	r 13 Plan	Dated: Ma	r 30, 2020				
Part 1: Not	ices						
To Debtors:	This form sets indicate that the	e option is appro	priate in your ci	te in some cases, but the preser rcumstances. Plans that do not plan control unless otherwise or	comply with loc	al rules a	
	In the following r	notice to creditors, y	ou must check ea	ch box that applies.			
To Creditors:	YOUR RIGHTS	MAY BE AFFECTE	ED BY THIS PLAN	. YOUR CLAIM MAY BE REDUCE	D, MODIFIED, OR	ELIMINA	TED.
		this plan carefully by wish to consult o		your attorney if you have one in thi	s bankruptcy case.	If you do	not have a
	ATTORNEY MU THE CONFIRM PLAN WITHOU	IST FILE AN OBJI ATION HEARING, T FURTHER NOTION	ECTION TO CONI UNLESS OTHER CE IF NO OBJECT	YOUR CLAIM OR ANY PROVIS FIRMATION AT LEAST SEVEN (7 WISE ORDERED BY THE COUR TION TO CONFIRMATION IS FILE OOF OF CLAIM IN ORDER TO BE	) DAYS BEFORE T. THE COURT I D. SEE BANKRUI	THE DAT MAY COM PTCY RUI	E SET FO NFIRM THI
	includes each		ems. If the "Incl	e. Debtor(s) must check one box uded" box is unchecked or both lan.			
payment		•	_	rt 3, which may result in a partial rate action will be required to	│ Included	<ul><li>No</li></ul>	t Included
		or nonpossessory on will be required		oney security interest, set out in h limit)	☐ Included	<ul><li>No</li></ul>	t Included
3 Nonstanda	ard provisions, se	t out in Part 9			○ Included	<ul><li>No</li></ul>	t Included
•							
Part 2: Pla	n Payments and	d Length of Plan					
Debtor(s) will	make regular pay	ments to the trust	ee:				
Total amount	of \$ <u>4300</u>	per month for a	a remaining p <b>l</b> an t	erm of <u>60</u> months shall be paid	d to the trustee fro	m future e	earnings as
follows: Payments	By Income Attac	hment Directly b	y Debtor	By Automated Bank Transfer			
D#1	\$0.00		\$4,300.00	\$0.00			
D#2	\$0.00		\$0.00	\$0.00	_		
4	ments must be use	ed by debtors havin	a attachable incom	ne) (SSA direct deposit recipient	– rs only)		

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2.2	Additional payments:										
	Unpaid Filing Fees. The balance of \$ available funds.	shall be fully paid	by the Trustee to the Clerk o	f the Bankruptcy C	ourt from the firs						
	Check one.										
	None. If "None" is checked, the rest of Se	ection 2.2 need not be completed o	or reproduced.								
	The debtor(s) will make additional payer amount, and date of each anticipated payer		sources, as specified below	w. Describe the so	ource, estimated						
2.3 Par	The total amount to be paid into the plan plus any additional sources of plan funding rt 3:		by the trustee based on the	he total amount o	f plan payment						
	Trodument of occurred ordinate										
3.1	Maintenance of payments and cure of defa	ult, if any, on Long-Term Continu	uing Debts.								
	Check one.										
	None. If "None" is checked, the rest of Se	None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced.									
The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any change the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the aut ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.											
	Name of creditor C	Collateral	Current installment payment (including escrow)	Amount of arrearage (if any)	Start date (MM/YYYY)						
	Citizens Bank	2078 Route 97	\$552.00	\$4,000.00	03/2020						

Name of Creditor	Collateral	installment payment (including escrow)	arrearage (if any)	(MM/YYYY)
Citizens Bank	2078 Route 97	\$552.00	\$4,000.00	03/2020
Rushmore Loan Services	633 East 6th St	\$680.00	\$2,800.00	03/2020
Mr. Cooper	902 West 18th St	\$430.00	\$1,200.00	03/2020
William Stafford	261 West 18th St	\$150.00	\$0.00	03/2020
Thomas Horvath	1238 East 21st St	\$350.00	\$0.00	03/2020
Marquette Savings Bank	352 West 18th St	\$335.00	\$1,800.00	03/2020
Marquette Savings Bank	116 East 25th St	\$233.00	\$750.00	03/2020
Marquette Savings Bank	129 East 23rd St	\$225.00	\$850.00	03/2020
Citizens Bank	2078 Route 97 (Second Mortgage)	\$190.00	\$2,000.00	03/2020
			_'''	

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

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The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.

For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed *Amount of secured claim.* For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through an adversary proceeding).

Name of creditor	Estimated amount of creditor's total claim (See Para, 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00

Insert additional claims as needed.

Debtor(sCase-18-110948 TPA Doc 42 Filed 03/30/20 Entered 03/30/20 പ്പിക്50:3918-വിക്ടറെ Main Document Page 6 of 14

3.3	3 Secured claims excluded from 11 U.S.C. § 506.								
	Check one.								
	None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.								
	The claims listed below were eith	ner:							
	(1) Incurred within 910 days before t use of the debtor(s), or	he petition date and secured by a p	urchase money sec	urity interest	in a motor vel	nicle acquired for personal			
	(2) Incurred within one (1) year of the	e petition date and secured by a pu	rchase money secui	rity interest i	n any other thi	ng of value.			
	These claims will be paid in full under	r the plan with interest at the rate st	ated below. These p	payments wi	ll be disbursed	by the trustee.			
	Name of creditor	Collateral	Amount o	of claim	Interest rate	Monthly payment to creditor			
			\$	0.00	0%	\$0.00			
	Insert additional claims as needed.					-			
3.4	Lien Avoidance.								
	Check one.								
		e rest of Section 3.4 need not be c box in Part 1 of this plan is chec		ıced. <i>Tf</i>	ne remainder	of this paragraph will be			
	debtor(s) would have been entitl the avoidance of a judicial lien or any judicial lien or security intere of the judicial lien or security into	ory, nonpurchase-money security i led under 11 U.S.C. § 522(b). The r security interest securing a claim est that is avoided will be treated as erest that is not avoided will be pai e than one lien is to be avoided, pr	debtor(s) will reque isted below to the eas an unsecured clain d in full as a secure	est, <b>by filing</b> xtent that it i n in Part 5 to ed c <b>l</b> aim und	a separate m mpairs such e the extent all er the plan. S	<b>notion</b> , that the court order xemptions. The amount of owed. The amount, if any,			
	Name of creditor	Collateral	Modified balance	l principal	Interest rate	Monthly payment or pro rata			
				\$0.00	0%	\$0.00			
	Insert additional claims as needed.	_							
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance	).						
3.5	Surrender of Collateral.								
	Check one.								
	None. If "None" is checked, the	rest of Section 3.5 need not be con	mpleted or reproduc	ed.					
	confirmation of this plan the stay	to each creditor listed below the co v under 11 U.S.C. § 362(a) be term ny allowed unsecured claim resultin	inated as to the coll	lateral only a	and that the sta	ay under 11 U.S.C. § 1301			
	Name of creditor		Collateral						
	PNC BANK NA		644 East 8th Street		ondemned by C	City of Erie			

Insert additional claims as needed.

Redevelopment Authority

## Debtor(sCase-18-10948 TPA Doc 42 Filed 03/30/20 Entered 03/30/20 പ്പെട്ട0:3918-இதை Main Document Page 7 of 14

#### 3.6 Secured tax claims.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
Erie County Tax Claim Bureau	\$18,000.00	Real Estate	10	Multiple Properties	2016, 17, 18
City of Erie Rental Registration	\$1,400.00	Rental Registrations	10	Multiple Properties	2018

Insert additional claims as needed.

Part 4: Treatment of Fees and Priority Claims

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

### 4.3 Attorney's fees.

Attorney's fees are payable to Jeffrey G. Herman, Esq.	In addition to a retainer of S	\$2500 (of which \$500 was
payment to reimburse costs advanced and/or a no-look costs		
to be paid at the rate of \$100 per month. Including ar	ny retainer paid, a total of \$	_ in fees and costs reimbursement has bee
approved by the court to date, based on a combination of	f the no-look fee and costs deposit	and previously approved application(s) for
compensation above the no-look fee. An additional \$	will be sought through a fee ap	plication to be filed and approved before an
additional amount will be paid through the plan, and this plan amounts required to be paid under this plan to holders of allow	9 , ,	at additional amount, without diminishing th
Check here if a no-look fee in the amount provided for in Lo		•
debtor(s) through participation in the bankruptcy court's Lo	ss Mitigation Program (do not include	the no-look fee in the total amount of
compensation requested, above).		

#### 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

<sup>\*</sup> The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

# Debtor(sCase-18-10948-TPA Doc 42 Filed 03/30/20 Entered 03/30/20 n14:50:39 18-10 page Main Document Page 8 of 14

4.5	Priority Do	mestic Support	Obligations	not assigned or	owed to a	governmental unit.
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If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.						
Check here if this payment is for prepetiti	on arrearages only.					
Name of creditor (specify the actual payee, SCDU)	e.g. PA <b>Description</b>		Claim	Monthly payment or pro rata		
			\$0.00	\$0.00		
Insert additional claims as needed.						
Domestic Support Obligations assigned on Check one.	r owed to a governmental	unit and paid less tha	an full amount.			
None. If "None" is checked, the rest of S	Section 4.6 need not be com	pleted or reproduced.				
The allowed priority claims listed below governmental unit and will be paid less payments in Section 2.1 be for a term of	than the full amount of the	ne claim under 11 U.S				
Name of creditor		Amount of claim to be paid				
			\$0.00			
Insert additional claims as needed.						
Priority unsecured tax claims paid in full.						
Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods		
	\$0.00		0%			
Insert additional claims as needed						

insert additional claims as needed.

Debtor(sCase-18-110948 TPA Doc 42 Filed 03/30/20 Entered 03/30/20 പ്പിക്50:3918-വിജ്ജ Main Document Page 9 of 14

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**Treatment of Nonpriority Unsecured Claims** 

5.1	Nonpriority unsecured claims not separately cla	ssified.						
	Debtor(s) <b>ESTIMATE(S)</b> that a total of \$4200	_ will be available for dist	ribution to nonpriority unsec	cured creditors.				
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.C		paid to nonpriority unsecure	ed creditors to comply v	with the <b>l</b> iquidatio			
	The total pool of funds estimated above is <b>NOT</b> to available for payment to these creditors under the percentage of payment to general unsecured credit of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.	plan base will be determing tors is <u>100</u> %. The unless all timely filed clai	ned only after audit of the positions of the percentage of payment roms have been paid in full.	plan at time of completion may change, based upon Thereafter, all late-filed	on. The estimate in the total amour claims will be pai			
5.2	Maintenance of payments and cure of any defau	ılt on nonpriority unsecu	ured claims.					
	Check one.							
	None. If "None" is checked, the rest of Section  The debtor(s) will maintain the contractual insta which the last payment is due after the final pl	allment payments and cu	re any defau <b>l</b> t in payments					
	amount will be paid in full as specified below an	•						
		Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)			
		\$0.00	\$0.00	\$0.00				
	Insert additional claims as needed.			·				
5.3	Postpetition utility monthly payments.							
	The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.							
	Name of creditor	Monthly pay	ment Postpetit	ion account number				

### 5.3

Name of creditor	Monthly payment	Postpetition account number
	\$0.00	

Insert additional claims as needed.

### Debtor(sCasser4.8-10948.TPA Doc 42 Filed 03/30/20 Entered 03/30/20 പ്പപ്ട0:3918-മെട്ട Main Document Page 10 of 14

	Other separately classified nonpriority unsecured claims.								
	Check one.								
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.								
	The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows:								
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	rate	Estimated total payments by trustee			
				\$0.00	0%	\$0.00			
	Insert additional claims as need	ded.							
Par	t 6: Executory Contrac	ts and Unexpired Leases							
6.1	and unexpired leases are rejutcheck one.  None. If "None" is checked.	unexpired leases listed below are a ected.  d, the rest of Section 6.1 need not be o		·	ea. All other e	executory contracts			
	trustee. Name of creditor	t installment payments will be disk Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	ements will b Estimated t payments b trustee	total Payment			
	└ trustee.	Description of leased property or	Current installment	Amount of arrearage to be	Estimated t	total Payment beginning date (MM/ YYYY)			
	└ trustee.	Description of leased property or executory contract	Current installment payment	Amount of arrearage to be paid	Estimated t payments b trustee	total Payment beginning date (MM/ YYYY)			

### art 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

### Debtor(sCasse:18-10948,TPA Doc 42 Filed 03/30/20 Entered 03/30/20 പ്പിട്50:3918-മെട്ട Main Document Page 11 of 14

- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if *pro se*) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

## Part 9: Nonstandard Plan Provisions

9,1 Check "None" or List Nonstandard Plan Provisions,

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 10

## Debtor(sCase-18-10948 TPA Doc 42 Filed 03/30/20 Entered 03/30/20 പ്പെട്ട0:3918- இதை Main Document Page 12 of 14

Part 10: Signatures

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

Xs/ Theresa J. Fullerton	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed onMar 30, 2020	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
<b>X</b> s/ Jeffrey G. Herman, Esq.	DateMar 30, 2020	
Signature of debtor(s)' attorney	MM/DD/YYYY	

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

THERESA J. FULLERTON. : BANKRUPTCY NO. 18-10948-TPA

Debtor : CHAPTER 13

:

THERESA J. FULLERTON.

Movant

:

v.

JP MORGAN CHASE ACQUISITION CORP

ERIE COUNTY TAX CLAIM BUREAU

CITIZENS BANK

INTERNAL REVENUE SERVICE

MARQUETTE SAVINGS BANK

NATIONASTAR MORTGAGE, LLC :

PA DEPARTMENT OF REVENUE

THOMAS HORVATH

WILLIAM H. & REBECCA H. STAFFORD

CITY OF ERIE RENTAL REGISTRATION

PNC BANK NA

SYNCHRONY BANK

Ronda J. Winnecour, Esq. Trustee

:

Respondents

### **CERTIFICATE OF SERVICE**

I certify that under penalty of perjury that I served a copy of the ORDER of COURT DATED February 14, 2020, NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED October 16, 2018, and also PAWB LOCAL FORM 10 Amended Plan dated March 30, 2020 on the parties at the addresses specified below or on the attached list, on this the 30<sup>th</sup> Day of March, 2020

The type of service made on the parties (first-class mail, electronic notification, hand delivery, or another type of service) was: First-Class Mail and/or Electronically

## Case 18-10948-TPA Doc 42 Filed 03/30/20 Entered 03/30/20 14:50:39 Desc Main Document Page 14 of 14

If more than one method of service was employed, this certificate of service groups the parties by the type of service. For example, the names and addresses of parties served by electronic notice will be listed under the hearing "Service by Electronic Notification," and those served by mail will be listed under the hearing "Service by First-Class, Mail.

Service my First-Class Mail:

MATRIX

Service by Electronic Notification:

Attorney Ronda J. Winnecour, Trustee cmecf@chapter13trusteedpa.com

Dated: March 30, 2020 Respectfully Submitted

S/ Jeffrey G. Herman

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